factory to the defendant." *Held*, that the condition was fulfilled. *Bruner* v. *Hegyi*, 183 Pac. 369 (Cal.).

If one party contracts to perform to the personal satisfaction of the other, there is a valid contract for sufficient consideration. See *Brown* v. *Foster*, 113 Mass. 136; *Andrews* v. *Belfield*, 2 C. B. (N. S.) 779. In cases where the satisfactory character of the services or finished article is determined by feelings, taste, or sensibility, it is more natural to conclude that personal satisfaction of the party — nothing less — is meant. *Zaleski* v. *Clark*, 44 Conn. 218; *Gibson* v. *Cranage*, 39 Mich. 49. And the courts do not seek to avoid this meaning in the case of a sale where, upon the buyer's dissatisfaction, the article can be returned and the *status quo* restored. *McClure* v. *Briggs*, 58 Vt. 82; *Printing Press Co.* v. *Thorp*, 36 Fed. 414. But such an interpretation, when it would work hardship, as where the work is performed on another's land or chattel, will not be adopted, unless clear language requires it. The courts prefer to hold that a reasonable satisfaction was intended, and often look to other descriptions of the work in the contract to reach this conclusion. *Hawkins* v. *Graham*, 149 Mass. 284, 21 N. E. 312; *Erickson* v. *Ward*, 266 Ill. 259, 107 N. E. 593. However, the New York courts have gone further, and have held that reasonable satisfaction was sufficient to fulfill the promise, even in cases where the language of the parties pointed clearly the other way. *Duplex Safety Boiler Co.* v. *Garden*, 101 N. Y. 387, 4 N. E. 749; *Russel* v. *Allerton*, 108 N. Y. 288, 15 N. E. 391. This seems an unjustifiable making over of the contract of the parties, brought about by a distaste for enforcing, even at law, a hard bargain. The principal case seems to fall into this category.

CONTRACTS — DEFENSE OF IMPOSSIBILITY — DAMAGES FOR BREACH OF AN IMPOSSIBLE CONTRACT. — The plaintiff desired to send money to her bank in time to pay off a mortgage. With knowledge of the evident difficulty, the defendants promised to wire the money in time. Delivery of the telegram in time was admitted to be impossible and was not made. The plaintiff sued for the loss caused by the defendants' failure to pay off the mortgage. *Held*, that the plaintiff could not recover. *McMahon* v. *Western Union Telegraph Co.*, 171 N. W. 700 (Iowa).

Impossibility, apart from certain exceptional classes of cases, is not a defense to a breach of contract. See 19 HARV. L. REV. 462. The court did not aver that impossibility was a defense, but held that the defendants were not liable for the plaintiff's loss on the ground that it was not caused by the defendants' breach, because, payment in time being impossible, the loss had already occurred before the contract was made. This argument would set up a defense in substance, if not in form, in practically every case of impossibility. But the court seems to have overlooked two fundamental principles of the law of contracts. Parties may bind themselves to liability for non-performance of any legal contract, even though impossible of fulfillment, if such intention is clearly expressed as here. *Berg* v. *Erickson*, 234 Fed. 817; *Reid* v. *Alaska Packing Co.*, 43 Ore. 429, 73 Pac. 337. And the usual measure of damages for breach of contract is what would place the plaintiff in the same position he would have been in if the contract had been performed. *Wall* v. *City of London Real Property Co.*, L. R. 9 Q. B. 249. See 1 SEDGWICK ON DAMAGES, 9 ed., § 30; 2 SEDGWICK, § 609.

CONTRIBUTORY NEGLIGENCE — IMPUTED NEGLIGENCE — HUSBAND'S NEGLIGENCE NOT IMPUTED TO WIFE. — The plaintiff was injured in a collision between a street car and an automobile in which she was a passenger. The collision was the result of the negligence of both the motorman and her husband who drove the automobile. The plaintiff herself exercised due care. She brought suit under a statute giving a married woman the right to sue in her own name

and for her own benefit. *Held*, that she could recover. *Brooks* v. *British Columbia Electric Ry. Co.*, 48 D. L. R. 90.

Where the relation of principal and agent exists between a passenger and his driver, the negligence of the latter will on principles of agency be attributed to the former. *Wood* v. *Coney Island R. Co.*, 133 N. Y. App. Div. 270, 117 N. Y. Supp. 703. In the absence of such a relation, the passenger is not affected by the negligence of his driver. *The Bernina*, L. R. 12 P. D. 58; *Cincinnati St. Ry. Co.* v. *Wright*, 54 Ohio St. 181, 43 N. E. 688. Logically, the same principles are equally applicable to the case of husband and wife who are driver and passenger respectively. And the weight of authority is to that effect. *Southern Ry. Co.* v. *King*, 128 Ga. 383, 57 S. E. 687; *Louisville Co.* v. *Creek*, 130 Ind. 139, 29 N. E. 481. But some courts impute the husband's negligence to his wife, presumably because they are identified in interest, but without stating that ground. *Yahn* v. *City of Ottumwa*, 60 Iowa, 429, 15 N. W. 257; *City of Joliet* v. *Seward*, 86 Ill. 402. Other courts expressly make this the ground of their decisions. *Penna. R. Co.* v. *Goodenough*, 55 N. J. L. 577, 28 Atl. 3; *McFadden* v. *Santa Ana R. Co.*, 87 Cal. 464, 25 Pac. 681. Consistently, therefore, a married woman was allowed to recover where her husband was killed in the same accident. *Horandt* v. *Central R. Co.*, 78 N. J. L. 190, 73 Atl. 93. However, where, as in the principal case, a married woman may sue in her own name and the damages recovered are her own property, the argument from identity of interest fails, and it seems to be agreed that the ordinary principles apply. *Louisville R. Co.* v. *McCarthy*, 129 Ky. 814, 112 S. W. 925.

ELIGIBILITY OF WOMEN FOR PUBLIC OFFICE — CONSTRUCTION OF STATUTE. — An act concerning the office of clerk of court used only masculine pronouns. A prior act regarding the office had had no gender interpretation clause, but a general interpretation act provides that words importing the masculine gender shall include females unless the contrary appear. The question is whether a woman is eligible for the office. *Held*, that she is not. *Frost* v. *The King*, [1919] 1 I. R. 81.

For a discussion of this case, see NOTES, p. 295, *supra*.

EQUITY — JURISDICTION — PROTECTION OF RIGHTS OF PERSONALITY. — The defendant seduced the plaintiff's minor daughter. The plaintiff seeks to enjoin the defendant from associating or communicating with the girl in any manner. *Held*, that an injunction will issue. *Stark* v. *Hamilton*, 99 S. E. 861 (Ga.).

The orthodox definition of equity jurisdiction gives the Chancellor no power to protect purely personal rights. *Chappell* v. *Stewart*, 82 Md. 323, 33 Atl. 542; *Hodecker* v. *Stricker*, 39 N. Y. Supp. 515. But courts of equity have shown an increasing tendency to take jurisdiction of injuries to personality. *Ex parte Warfield*, 40 Tex. Crim. 413, 50 S. W. 933; *Vanderbilt* v. *Mitchell*, 72 N. J. Eq. 910, 67 Atl. 97. See Pound, "Equitable Relief against Defamation and Injuries to Personality," 29 HARV. L. REV. 640, 668. However, even when substantially protecting an interest of personality the courts have protested that they were concerned with property alone and that they secured interests of personality merely incidentally. The New Jersey court has gone further and has said, *obiter*, that if necessary it would not hesitate to protect personality as such. See *Vanderbilt* v. *Mitchell*, 72 N. J. Eq. 910, 919, 67 Atl. 97, 100. But in that case the court found a property interest remotely involved, and made that the "technical basis" of its equity jurisdiction. *Vanderbilt* v. *Mitchell*, *supra*. The principal case might also have been decided as involving a property right. The plaintiff could have maintained an action at law for the loss of his daughter's services. *Mulvehall* v. *Millward*, 11 N. Y. 343; *Kennedy* v. *Shea*, 110 Mass. 147. But the court does not rest its jurisdiction on this property interest, but upon the interests of personality which are really at stake.